



**AGENDA**  
**Long Beach City Council Meeting**  
**Regular City Council April 1, 2013 at 7:00 p.m.**  
**Long Beach City Hall - Council Chambers**  
**115 Bolstad Avenue West**

**7:00 PM CALL TO ORDER; PLEDGE OF ALLEGIANCE; AND ROLL CALL**

Call to order	Mayor Andrew, Council Member Linhart,
And roll call	Council Member Perez, Council Member Murry, and Council Member Phillips

**CONSENT AGENDA - TAB - A**

All matters, which are listed within the consent section of the agenda, have been distributed to each member of the Long Beach City Council for reading and study. Items listed are considered routine by the Council and will be enacted with one motion unless a Council Member specifically requests it to be removed from the Consent Agenda to be considered separately. Staff recommends approval of the following items:

- Minutes, March 18, 2013 Regular City Council meeting.
- Payment Approval List for Warrant Registers 52886 - 52920 & 71128 - 71181 for \$189,673.98

**BUSINESS**

- **AB 13-19 – 2013 Fireworks Agreement – TAB – B**
- **AB 13-20 – 2013 Agreement with Peninsula Visitor's Bureau – TAB C**

**ORAL REPORTS**

- |                       |                |                             |                           |
|-----------------------|----------------|-----------------------------|---------------------------|
| • <b>City Council</b> | • <b>Mayor</b> | • <b>City Administrator</b> | • <b>Department Heads</b> |
|-----------------------|----------------|-----------------------------|---------------------------|

**CORRESPONDENCE AND WRITTEN REPORTS – TAB – D**

- **Correspondence – Templin Foundation**
- **Sales Tax Report – March 2013**
- **Lodging Tax Report – March 2013**
- **Business License – Ferrellgas – 1410 Pacific Avenue South**
- **Business License – V & R Sheetmetal – Outside City Limits**
- **Business License – Calder Beach House – 412 30<sup>th</sup> Street NW**

**FUTURE CITY COUNCIL MEETING SCHEDULE**

The Regular City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month at 7:00 PM and may be preceded by a workshop commencing at 6:00 PM.

April 15 – 7:00 pm - City Council Meeting

May 6, - 7:00 pm – City Council Meeting

**PUBLIC COMMENT**

At this time, the Mayor will call for any comments from the public on any subject whether or not it is on the agenda for any item(s) the public may wish to bring forward and discuss. Preference will be given to those who must travel. **Please limit your comments to five minutes. The City Council does not take any action or make any decisions during public comment.** To request Council action during the Business portion of a Council meeting, contact the City Administrator at least one week in advance of a meeting.

**ADJOURNMENT**

American with Disabilities Act Notice: The City Council Meeting room is accessible to persons with disabilities. If you need assistance, contact the City Clerk at (360) 642-4421 or advise City Clerk at the meeting.

**TAB - A**

## LONG BEACH CITY COUNCIL MEETING

MARCH 18, 2013

### CALL TO ORDER

Mayor Andrew called the meeting to order at 7:00 p.m. and asked for the Pledge of Allegiance.

### ROLL CALL

David Glasson, Finance Director, called roll with Mayor Andrew, C. Linhart, C. Perez and C. Murry present. C. Phillips was absent.

### CONSENT AGENDA

Minutes, March 4, 2013 Regular City Council meeting

Payment Approval List for Warrant Registers 52841-52885 & 71070-71127 for \$161,317.70

**C. Linhart made the motion to approve the consent agenda with C. Perez seconding the motion. 3 Ayes 0 Nays 1 Absent (C. Phillips), motion passed**

### BUSINESS

AB 13-15      Public Hearing – Ordinance 889-892 Annual Amendments to Titles 10, 11, 12 and 13

David Glasson, Finance Director, presented the agenda bill. He explained since there wasn't a quorum at the Planning Commission meeting their recommendations were not available so passing of the ordinance will be at a later meeting. Mayor Andrew opened the public hearing at 7:02 p.m. and being no comments closed the public hearing at 7:03 p.m.

AB 13-16      Surplus Equipment Awards

David Glasson, Finance Director, presented the agenda bill. Robert Hill was the high bidder on all equipment except for the aerial truck. The high bidder on the aerial truck, Andrew Canale, called to withdraw his bid so Mr. Hill was the high bidder on that equipment as well. **C. Linhart made the motion to approve the agenda bill with C. Perez seconding the motion. 3 Ayes 0 Nays 1 Absent (C. Phillips), motion passed.**

AB 13-17      Washington Street Stormwater Revenue Bond Selections

David Glasson, Finance Director, presented the agenda bill explaining the city is looking to pass a bond to finance the construction of the drainage project. Two banks have responded to the request. **C. Linhart made the motion to authorize staff to move forward with the financing, including having the bond attorney draw up the bond ordinance and selecting the most favorable bond. C. Perez seconded the motion. 3 Ayes 0 Nay 1 Absent (C. Phillips), motion passed.**

AB 13-18      Trolley Use Request

Mayor Andrew presented the agenda bill explaining this would allow the Tourism & Events Coordinator to organize a series of training sessions for lodging, merchants and community leaders to participate and learn more about their community and how to better serve our visitors and guests. **C. Linhart made the**

**motion to approve the request with C. Murry seconding the motion. 3 Ayes 0 Nays 1 Absent (C. Phillips), motion passed.**

#### **ORAL REPORTS**

C. Perez reported on the clam festival and made **the motion to approve \$1500 for the festival with C. Linhart seconding the motion. 3 Ayes 0 Nays 1 Absent (C. Phillips), motion passed.** C. Murry, C. Linhart, Mayor Andrew and David Glasson also contributed to oral reports.

#### **CORRESPONDENCE AND WRITTEN REPORT**

Correspondence – US Senator Cantwell  
Correspondence – Loyalty Days Foundation  
Correspondence – Ross & Bette Potter – Thank You  
Business License – Pacific Art and Office Supply – 212 Oregon South  
Business License – Anita Marie Moe – Restaurant -102 8<sup>th</sup> Street NW  
Business License – Litzenberg Cottage – 1609 Washington Ave S  
Business License – Bratwear – Outside City Limits  
Business License – 312 Pacific Ave S  
Business License – JB Concrete – Outside City Limits  
Business License – Strange Landscaping Service – Outside City Limits

#### **PUBLIC COMMENT**

Mike Cassinelli, Mayor of Ilwaco, is in favor of the clam festival. He also spoke on the Weather Channel filming episodes of USCG NW at Cape Disappointment and an open public comment meeting for Marine Special Planning-No Lost Jobs being held at the Ilwaco Community Building April 10<sup>th</sup> @ 6 p.m. He would like to see the Mayors and the City Councils work more closely on issues that would benefit the peninsula.

#### **ADJOURNMENT**

**C. Linhart made the motion to adjourn at 7:28 p.m. with C. Perez seconding the motion. 3 Ayes 0 Nays 1 Absent, (C. Phillips), motion passed.**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# Warrant Register

Check Periods: 2013 - March - Second

I, THE UNDERSIGNED DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF LONG BEACH, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

Council Member		Council Member		Finance Director	
Number	Name	Print Date	Clearing Date	Amount	
52886	Binion, Jacob	3/20/2013	3/20/2013	\$1,285.02	
52887	Bledsoe, Linda	3/20/2013	3/21/2013	\$757.31	
52888	Borchard, Gayle	3/20/2013	3/22/2013	\$1,748.40	
52889	Busby, Randy Scott	3/20/2013	3/21/2013	\$1,621.02	
52890	Cutting, Jeffrey G.	3/20/2013	3/21/2013	\$1,695.54	
52891	Fitzgerald, Rick E.	3/20/2013	3/21/2013	\$1,374.84	
52892	Gilbertson, Bradley K	3/20/2013	3/21/2013	\$2,155.05	
52893	Glasson, David R.	3/20/2013	3/21/2013	\$2,384.58	
52894	Goulter, John R.	3/20/2013	3/21/2013	\$1,470.07	
52895	Gray, Karen	3/20/2013	3/21/2013	\$691.97	
52896	Gray, Rick R.	3/20/2013	3/21/2013	\$1,805.64	
52897	Huff, Timothy M.	3/20/2013	3/21/2013	\$1,440.67	
52898	Kitzman, Michael	3/20/2013	3/20/2013	\$1,965.03	
52899	Lueche, Paul J	3/20/2013	3/20/2013	\$1,360.95	
52900	Martin, Kevin R	3/20/2013	3/22/2013	\$1,578.53	
52901	Meling, Casey K	3/20/2013	3/20/2013	\$1,456.66	
52902	Miles, Eugene S	3/20/2013	3/20/2013	\$2,753.98	
52903	Mortenson, Tim	3/20/2013	3/21/2013	\$1,719.08	
52904	Myers, Ragan S.	3/20/2013	3/20/2013	\$1,317.57	
52905	Ostgaard, Loretta G	3/20/2013	3/20/2013	\$1,312.62	
52906	Padgett, Timothy J	3/20/2013	3/21/2013	\$1,504.47	
52907	Russum, Richard	3/20/2013	3/21/2013	\$1,354.49	
52908	Warner, Ralph D.	3/20/2013	3/20/2013	\$1,774.06	
52909	Wright, Flint R	3/20/2013	3/21/2013	\$2,263.94	
52910	Zuern, Donald D.	3/20/2013	3/21/2013	\$1,904.21	
52911	AFLAC	3/20/2013	3/21/2013	\$375.35	
52912	Association of WA Cities	3/20/2013	3/20/2013	\$13,123.78	
52913	City of Long Beach - Fica	3/20/2013	3/20/2013	\$8,945.00	
52914	City of Long Beach - FWH	3/20/2013	3/20/2013	\$7,337.25	

Execution Time: 52 second(s)

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Register



Number	Name	Print Date	Clearing Date	Amount
52915	Dept of Labor & Industries	3/20/2013		\$1,355.57
52916	Dept of Retirement Systems	3/20/2013		\$7,248.12
52917	Dept of Retirement Systems Def Comp	3/20/2013		\$1,158.00
52918	Hartford Life Insurance	3/20/2013		\$325.00
52919	Teamsters Local #58	3/20/2013		\$188.50
52920	United Employee Benefit Trust (UEBT)	3/20/2013		\$6,553.00
71128	Lay's Technologies, Lic	3/21/2013		\$835.45
71129	PERFORMANCE LIGHTING SOLUTIONS	3/21/2013		\$1,234.36
71130	Kitzman, Mike	3/21/2013	3/22/2013	\$151.00
71131	Pacific County Auditor	3/21/2013		\$72.00
71132	Williams, David	3/21/2013		\$150.60
71133	Lopez, Daniel	3/21/2013		\$164.29
71134	Aiken, James	3/21/2013		\$54.76
71135	Caldwell, Tye	3/21/2013		\$41.07
71136	Bardonski, Cory	3/21/2013		\$0.00
71137	Oman, Steve	3/21/2013		\$95.83
71138	Hill Auto Body & Towing	3/22/2013		\$1,332.41
71139	Active Enterprises, Inc.	3/29/2013		\$345.56
71140	Airgas USA LLC	3/29/2013		\$17.17
71141	ALS ENVIRONMENTAL	3/29/2013		\$534.00
71142	American Messaging	3/29/2013		\$37.80
71143	ANDERSON, JANET L	3/29/2013		\$532.50
71144	Astoria Janitor & Paper Supply	3/29/2013		\$148.28
71145	Backflow Management Inc	3/29/2013		\$1,500.00
71146	Bogar, Bob	3/29/2013		\$2,380.00
71147	C - More Pipe Services	3/29/2013		\$23,187.78
71148	Ced - Consolidated	3/29/2013		\$25.87
71149	Chinook Observer	3/29/2013		\$59.60
71150	Consolidated Supply	3/29/2013		\$1,706.90
71151	DAVIS WRIGHT TREMAINE LLP	3/29/2013		\$2,499.00
71152	Department of Licensing	3/29/2013		\$18.00
71153	Dept. of Ecology	3/29/2013		\$8,440.19
71154	Environmental Resource Assoc	3/29/2013		\$386.02
71155	Frantic Fred's	3/29/2013		\$467.85
71156	Goelz, Doug	3/29/2013		\$3,000.00
71157	GRAINGER	3/29/2013		\$1,137.68
71158	Hach Company	3/29/2013		\$333.75
71159	Hatch, John	3/29/2013		\$1,575.00
71160	KEYBANK	3/29/2013		\$10,254.25
71161	Law Enforcement Equip	3/29/2013		\$950.00
71162	Lindstrom Construction	3/29/2013		\$16,493.40
71163	Miles, Gene	3/29/2013		\$320.00
71164	Naselle Rock & Asphalt	3/29/2013		\$450.00
71165	NCW Chapter of ICC	3/29/2013		\$295.00
71166	Pacific County Auditor	3/29/2013		\$144.00
71167	Pacific County Sheriff's	3/29/2013		\$115.00

Number	Name	Print Date	Clearing Date	Amount
71168	Pitney Bowes Inc	3/29/2013		\$681.63
71169	Postmaster	3/29/2013		\$515.66
71170	Public Utility District 2	3/29/2013		\$10,345.09
71171	Quill Corporation	3/29/2013		\$178.82
71172	Recall Secure Destruction Services	3/29/2013		\$70.96
71173	Standard Insurance Co.	3/29/2013		\$1,400.50
71174	State Auditor's Office	3/29/2013		\$985.36
71175	SUNSET AUTO PARTS, INC	3/29/2013		\$103.20
71176	Traffic Safety Supply Co.	3/29/2013		\$3,179.13
71177	Unum Life Insurance	3/29/2013		\$45.60
71178	US Cellular	3/29/2013		\$0.00
71179	Usa Blue Book	3/29/2013		\$454.72
71180	Visa	3/29/2013		\$340.19
71181	Wilcox & Flegel Oil Co.	3/29/2013		\$2,581.48
		Total	Check	\$189,673.98
		Grand Total		\$189,673.98

**TAB - B**





**CITY COUNCIL  
AGENDA BILL  
AB 13-18**

**Meeting Date: April 1, 2013**

**AGENDA ITEM INFORMATION**

***SUBJECT: Fireworks  
contract for 2013***

***Originator:***

Mayor

City Council

City Administrator

City Attorney

City Clerk

City Engineer

Community Development Director

Finance Director

David Glasson

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

***COST: \$18,000***

Water/Wastewater Supervisor

Other:

***SUMMARY STATEMENT:*** Staff believes this is an excellent price and we feel we should go forward with this purchase.

***RECOMMENDED ACTION: Approve and authorize the Mayor to sign.***



January 18, 2013

Dave Glasson  
City of Long Beach  
PO Box 310  
Long Beach, WA 98631

Dear Dave,

Thank you for allowing Western Display Fireworks the opportunity to be a part of your upcoming celebration. It has been a pleasure working with you over the last several years and we are pleased to present our proposal for the 2013 Long Beach 4<sup>th</sup> of July fireworks display.

Please review the enclosed program and call us if you have any questions or if we can be of further assistance at this time. If the show is approved as written, please sign the enclosed contract and return to Western by fax, e-mail or in the envelope provided.

We have also included a renewal Multi-Year Promotional Agreement. This is an optional discount program that we offer to specially selected customers. It does not obligate you to do a display or to a particular budget, but does give Western the first right of refusal if you conduct a fireworks display in the next three years, in exchange for these discounts. Please also sign this contract and return it in addition to the 2013 display contract.

We appreciate your business and look forward to providing another spectacular fireworks display for your event.

Sincerely,

Heather Gobet  
Marketing Director

Chris Rickman  
Director of Operations



p.o. box 932 • canby • oregon 97013 • office 503.656.1999 • fax 503.656.6628 • [info@westerndisplay.com](mailto:info@westerndisplay.com)



## CONTRACT AND PURCHASE ORDER

**THIS AGREEMENT** between WESTERN DISPLAY FIREWORKS, LTD and the undersigned here and after shall be referred to as WESTERN and the **CITY OF LONG BEACH** here and after shall be referred to as the SPONSOR.

WESTERN agrees to supply fireworks and pyrotechnic operators for the sum of: **EIGHTEEN THOUSAND DOLLARS AND NO/100 (\$18,000.00)** on the following designated date(s) and location: **JULY 4, 2013 AT LONG BEACH, WASHINGTON.**

**TOTAL CONTRACT PRICE FOR PROPOSAL \*\*\* 13-4118 \*\*\* INCLUDES:** Merchandise as described, use of company owned mortars and equipment, delivery, Washington state sales tax, firing by local licensed pyrotechnician and crew covered under worker's compensation insurance, \$1,000,000 display liability insurance.

- **CITY TO PROVIDE BACK HOE, DIG TRENCHES AND PROVIDE AT LEAST THREE (3) MONITORS FOR SECURITY AND CROWD CONTROL FOR SHOW**

**WESTERN'S RESPONSIBILITIES:** WESTERN agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on behalf of the party of the first part, to cancel or delay said display if in his/her judgment circumstances beyond the control of either parties poses an extraordinary risk to the health and safety of any persons or property within the vicinity of the display.

**SPONSOR'S RESPONSIBILITIES:** SPONSOR agrees that in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2010 Edition (National Fire Protection Association) 4-1.1.1, the SPONSOR shall consult with the authority having jurisdiction to determine the level of fire protection required and provide adequate fire protection for the display. It is further agreed that in accordance with NFPA 1123 4-1.2 that the SPONSOR shall provide monitors whose sole duty shall be the enforcement of crowd control located around the display area during the display and until the discharge site has been inspected after the display.

**TERMS:** TOTAL CONTRACT PRICE OF EIGHTEEN THOUSAND DOLLARS AND NO/100 (\$18,000.00) IS TO BE PAID AS FOLLOWS: 25% OF THE TOTAL CONTRACT (\$4,500.00) IS DUE BY JUNE 14, 2013; THE REMAINING BALANCE OF (\$13,500.00) IS DUE IN FULL ON OR BEFORE JULY 14, 2013. IF THE DISPLAY IS CANCELLED PRIOR TO DEPARTURE FROM OUR FACILITY AND CANNOT BE FIRED DUE TO CONDITIONS OR REASONS BEYOND THE CONTROL OF WESTERN, THE SPONSOR AGREES TO PAY 50% OF THE TOTAL CONTRACT PRICE (\$9,000.00) FOR COSTS INCURRED. IF THE PHYSICAL SETUP OF THE SHOW IS COMPLETED AND THE SHOW MUST BE CANCELLED DUE TO CONDITIONS OR REASONS BEYOND THE CONTROL OF WESTERN, THE SPONSOR AGREES TO PAY 100% OF THE CONTRACT PRICE (\$18,000.00) FOR COSTS INCURRED. SPONSOR UNDERSTANDS THAT THE ELEMENTS OF THE PROPOSAL ASSOCIATED WITH THIS CONTRACT WERE CALCULATED BASED ON COSTS AND FEES AS OF THE DATE THE PROPOSAL WAS GENERATED. IN THE EVENT THESE ITEMS INCREASE PRIOR TO THE DATE OF THE DISPLAY WESTERN RESERVES THE RIGHT TO ADJUST THE PRODUCT CONTAINED IN THE DISPLAY TO ACCOUNT FOR THE INCREASE. SPONSOR RECOGNIZES THAT BECAUSE OF THE NATURE OF FIREWORKS, AN INDUSTRY ACCEPTED LEVEL OF 3% OF THE PRODUCT USED IN ANY DISPLAY MAY NOT FUNCTION AS DESIGNED AND THIS LEVEL OF NONPERFORMANCE IS ACCEPTABLE AS FULL PERFORMANCE.

**INTEREST** at 1 1/2% per month (AN ANNUAL PERCENTAGE RATE OF EIGHTEEN PER CENT PER ANNUM APR 18%) will be charged on all accounts 30 days past due, and buyer agrees to pay the same. Buyer also agrees to reimburse WESTERN DISPLAY FIREWORKS, LTD for its attorney fees incurred in collection if this account is delinquent.

### CONTRACT VALID WHEN SIGNED BY SPONSOR REPRESENTATIVE

\_\_\_\_\_  
Sponsor Representative (print)

\_\_\_\_\_  
Sponsor Representative Signature

For: \_\_\_\_\_ (Organization)

Date \_\_\_\_\_



Western Display Fireworks, Ltd.

Robert L. Gobet, President

Judith A. Gobet, Vice President

Date 1/22/13

## MULTI-YEAR AGREEMENT

**THIS AGREEMENT** is made between WESTERN DISPLAY FIREWORKS, LTD here and after referred to as WESTERN and **CITY OF LONG BEACH** here and after referred to as the SPONSOR.

The execution of this contract demonstrates the SPONSOR'S commitment to purchase fireworks from WESTERN in the years 2013 through 2015, and qualifies the SPONSOR for complimentary product.

Based on your 2013 budget of \$18,000.00 you will receive no less than **Eight (8)** 2.5" to 3" multi-shot boxes at no additional cost. These 25-36 count multi-shot boxes include spectacular effects such as:

*2.5" Red Peony & Blue Magic Peony / Blue to Red Glitter w/Glitter Tails*

*2.5" Blue to Popping Flower / Green Crackling Flower / Titanium Salute*

*2.5" Fuchsia Peony / Blue Violet Peony / Titanium Salute*

*2.5" White Strobe Flitter / Purple Strobe / Red Glitter Peony w/ Red Tail*

*3" Brocade Kamuro / Twinkling Kamuro w/Tail*

*3" Dragon Eggs w/Blue & Purple & Palm Core w/Gold Tail*

*3" Blue & Spangle / Green & Spangle / Purple & Spangle w/Tourbillion Tail*

*3" Disco Strobe / Purple Strobe / White Flitter w/Silver Tail*

In the event your budget increases or decreases in 2014 or 2015, the value for the complimentary items will adjust accordingly. The exact amount of product offered will depend upon the value of your show and product costs each year. The complimentary product will be clearly identified as part of your proposal each year of the agreement.

As the SPONSOR, you agree to negotiate in good faith with WESTERN regarding all fireworks presentations in the years 2013 through 2015. In addition, WESTERN will be given the Right of First Refusal for the SPONSOR presented firework display events in the years 2013 through 2015.

**THIS AGREEMENT** shall bind the parties hereto and also their respective successors in interest, personal representatives and assigns. The person signing below certifies that they are duly authorized to enter into this agreement on behalf of SPONSOR.

### CONTRACT VALID WHEN SIGNED BY SPONSOR REPRESENTATIVE

\_\_\_\_\_  
Sponsor Representative (print)

\_\_\_\_\_  
Sponsor Representative Signature

For: \_\_\_\_\_ (Organization)

Date \_\_\_\_\_



Western Display Fireworks, Ltd.

Robert L. Gobet, President

Judith A. Gobet, Vice President

Date 1/22/13

**TAB - C**





**CITY COUNCIL  
AGENDA BILL  
AB 13-20**

**Meeting Date: April 1, 2013**

**AGENDA ITEM INFORMATION**

<b>SUBJECT: VB Contract</b>	<b>Originator:</b>	
	Mayor	
	City Council	
	City Administrator	GM
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	DG
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST:</b> Budgeted for 2013	Other:	
<b>SUMMARY STATEMENT: This is the final version of the contract with the VB. It is basically the same as the contract we agreed upon last year.</b>		
<b>RECOMMENDED ACTION: Approve and authorize the Mayor to sign</b>		

# TOURISM SERVICE CONTRACT

## Lodging Tax Contract: Long Beach Peninsula Visitors Bureau

**THIS AGREEMENT** is made by and between the Long Beach Peninsula Visitors Bureau, P.O. Box 562 Seaview, WA 98644 ("the ORGANIZATION"), and the City of Long Beach ("the CITY"), a political subdivision and municipal corporation of the state of Washington.

**WHEREAS**, Chapter 67.28 RCW provides authority for legislative bodies of municipalities to impose excise taxes on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

**WHEREAS**, RCW 67.28.1815 in part states that: "All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities..." and

**WHEREAS**, the CITY Lodging Tax revenues have been credited to the Tourism Development Fund (No. 103) in the treasury of the CITY; and

**WHEREAS**, the ORGANIZATION applied through the CITY Lodging Tax Marketing Committee ("the COMMITTEE") for financial assistance from CITY Lodging Tax proceeds ("the Proposal"); and

**WHEREAS**, the COMMITTEE facilitated these efforts by (a) coordinating the funding availability, (b) evaluating submitted application packets, and (c) advancing the financing award recommendations to the CITY, including the Proposal from the ORGANIZATION; and

**WHEREAS**, the CITY has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the CITY, and is in the best interests of the CITY in regard to the promotion of tourism, the CITY intends to disperse CITY Lodging Tax proceeds to the ORGANIZATION to assist with its Proposal, and hereby enters into this Agreement; now, therefore,

**WITNESSETH**, that in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **FUNDING**: One Hundred Thirty Thousand Five Hundred Dollars (\$130,500) have been pledged from the CITY Tourism Development Fund No. 103 in fiscal year 2013 to assist with **Tourism Promotion** within Pacific County. Said amount shall constitute the maximum reimbursement the ORGANIZATION is eligible to receive from the CITY under this Agreement.

2. **USE OF FUNDS**: The ORGANIZATION shall use these CITY funds for the express purpose of **Tourism Promotion** of Long Beach and Pacific County. **Tourism Promotion** is defined as activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; providing information and/or services to inform and/or recruit prospective tourists; and funding marketing of special events and festivals designed to attract tourists. The specific services to be provided by the ORGANIZATION to the CITY under this Contract are described in Attachment A: Scope of Work.

3. **PAYMENT PROVISIONS:** Once this AGREEMENT is executed, the ORGANIZATION may submit claims vouchers to the CITY requesting reimbursement for eligible expenses and/or for eligible services as listed in Section 2. Use of Funds and Attachment A: Scope of Work up to the amount as specified in Section 1. Funding.

Each reimbursement claims voucher shall include the following certificate of authenticity with the dated signature of an authorized representative of the ORGANIZATION: ***"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished and the services rendered as described herein, and that this claim is a just, due and unpaid obligation against the City of Long Beach Tourism Development Fund No. 103."***

The ORGANIZATION shall provide the CITY with a written "progress/status brief" regarding the Proposal with each reimbursement claims voucher.

Within twenty (20) days of receiving any such reimbursement claims voucher, the CITY shall remit to the ORGANIZATION a warrant for the approved reimbursement amount.

**The final claims voucher shall be submitted to the CITY by the ORGANIZATION no later than Wednesday, January 2, 2014.**

4. **EVALUATION AND MONITORING:** The ORGANIZATION agrees to maintain books, records and other documents and evidence, and to use accounting procedures and practices that sufficiently and properly support the complete performance of and the full compliance with this Agreement. The ORGANIZATION will retain these supporting books, records, documents and other materials for at least three (3) calendar years following the year in which the Agreement expires.

The CITY and/or the State Auditor and any of their representatives shall have full and complete access to these books, records and other documents and evidence retained by the ORGANIZATION respecting all matters covered in and under this Agreement, and shall have the right to examine such during normal business hours as often as the CITY and/or the State Auditor may deem necessary. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, and records of matters covered by this Agreement. These access and examination rights shall last for three calendar years following the year in which the Agreement expires.

The CITY intends without guarantee for its agents to use reasonable security procedures and protections to assure that related records and documents provided by the ORGANIZATION are not erroneously disclosed to third parties. The CITY will, however, disclose or make this material available to those authorized by/in the above paragraph or permitted under the provisions of Chapter 42.56 RCW without notice to the ORGANIZATION.

The ORGANIZATION shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this Agreement that the CITY finds needing to be conducted.

5. **RECAPTURE PROVISION:** In the event the ORGANIZATION fails to expend these funds in accordance with state law and/or the provisions of this Agreement, the CITY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for a period of two (2) years following release of any report from an audit conducted by the CITY and/or the State Auditor's Office under the Section 4 (EVALUATION AND MONITORING) provisions or the 3-year records retention period required under Section 4 (EVALUATION AND MONITORING), whichever occurs later. Repayment by the ORGANIZATION of any funds recaptured under this provision shall occur within twenty (20) days of any demand. In the event the CITY is required to

institute legal proceedings to enforce this recapture provision, the CITY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION**: The ORGANIZATION shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). In the event the ORGANIZATION fails or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the ORGANIZATION may be declared by the CITY ineligible for further CITY Tourism Development Funds. The ORGANIZATION shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedures set forth herein.

7. **EMPLOYMENT RELATIONSHIPS**: The ORGANIZATION, its employees, volunteers or agents performing under this Agreement are not deemed to be employees of the CITY, nor volunteers or agents of the CITY in any manner whatsoever. No officer, employee, volunteer or agent of the ORGANIZATION will hold themselves out as, or claim to be, an officer, employee, volunteer or agent of the CITY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee volunteer or agent of the CITY.

The parties agree that the CITY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this Agreement for any ORGANIZATION employee or volunteer, or for any consultant's, contractor's or subcontractor's employee(s) or agent(s) that has been retained by the ORGANIZATION.

8. **HOLD HARMLESS**: In accepting this Agreement, the ORGANIZATION, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the CITY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the ORGANIZATION or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the CITY, its officers, its employees, or any combination thereof, the ORGANIZATION, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the CITY, its officers, its employees, or any combination thereof.

9. **ENTIRE AGREEMENT/MODIFICATIONS**: This Agreement represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto. The CITY and the ORGANIZATION may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this Agreement. For example, and without limitation, an amendment to this Agreement must be approved in writing by the CITY prior to the ORGANIZATION expending funds for the items covered within that amendment. Costs incurred in contravention of this Paragraph are the sole responsibility of the ORGANIZATION.

10. **AGREEMENT PERIOD**: The terms of this Agreement and the performance of the parties hereto shall commence, or be deemed to have commenced, the 1st day of January 2013 and will continue through the 31st day of December 2013, both dates inclusive, unless sooner terminated or extended as provided for herein.

11. **TERMINATION OF AGREEMENT:** If, through any cause, the ORGANIZATION shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the ORGANIZATION shall violate any of its covenants, agreements or stipulations, the CITY shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if the default or violation is not corrected within ten (10) days of the CITY submitting written notice to the ORGANIZATION describing the default or violation.

Notwithstanding any contrary provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination and specifying the effective date thereof to the other party at least twenty (20) days prior to the revised termination date. Payment for all Proposal-related expenses incurred by the ORGANIZATION and not reimbursed or otherwise paid for by the CITY prior to the effective date of such revised termination shall be as the CITY reasonably determines.

The CITY may unilaterally terminate all or part of this Agreement, or reduce the Scope of Work and/or Funding without regard for "eligible" expenses being incurred and awaiting reimbursement if the Long Beach Tourism Development funds are reduced as a result of a reduction or loss of the lodging sales and use taxing authority or a substantial reduction in taxable jurisdiction or activity.

12. **SPECIAL PROVISION:** The failure of the CITY to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

13. **SEVERABILITY:** In the event any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, then said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

14. **DISPUTE RESOLUTION:** Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute by majority vote. The team shall consist of (a) a representative appointed by the CITY, (b) a representative appointed by the ORGANIZATION, and (c) a third party mutually agreed upon by the two (2) appointed representatives. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

15. **GOVERNING LAW AND VENUE:** This Agreement shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The Superior Court of and for Pacific County, Washington shall be the venue for any suit between the parties arising out of this Agreement.

16. **NOTIFICATION:** Should the need arise during the term of this Agreement for either party to notify the other of a change in address or otherwise, the following contacts shall be used:

For the CITY:	City Administrator P.O. Box 310 Long Beach, WA 98631-0310 Telephone: 360-642-4421 Fax: 360-642-8841
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For the ORGANIZATION:	Executive Director
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P.O. Box 562  
Seaview, WA 98644  
Telephone: 360/642-2400  
Fax: 360/642-3900

**IN WITNESS WHEREOF** legal representatives of both the ORGANIZATION and the CITY  
have executed this Agreement on the date(s) so noted below.

ORGANIZATION  
Long Beach Peninsula Visitors' Bureau

CITY  
City of Long Beach

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Robert Andrew, Mayor Date

\_\_\_\_\_  
Signature Date

ATTEST:

ATTEST:

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Clerk Date

\_\_\_\_\_  
Signature Date

**ATTACHMENT A: SCOPE OF WORK**

**2013 Promotion of the Long Beach and Pacific County area and/or Events/Attractions in Pacific County to Potential Tourists:**

<u>Activity:</u>	<u>Number of Unduplicated Contacts/Actions</u>	<u>Budget</u>
Print Ads	2013 Washington State Travel Planner	\$ 8,000
Print Ads	2013 Beach Vacation Planner (70,000 Produced/Printed)	\$ 10,000
WebSite	2013 Annual Maintenance and Development	\$ 20,000
Public Relations	2013 Public Relations	\$ 25,000
In-Person Contacts	17,000 Contacts	\$ 37,500
Phone Contacts	7,000 Contacts	\$ 30,000
Printed Materials	150,000 pieces Discovery Trail Map	\$ 18,800
Total:		\$149,300

TAB - D

# The Templin Foundation

Post Office Box 755  
Long Beach Washington 98631  
(360) 642-3108

March 25<sup>th</sup>, 2013

Attn: Bob Andrews, Mayor  
City of Long Beach  
P.O. Box 310  
Long Beach, WA 98631

Re: Templin Foundation grant request

Dear Mayor Andrews:

The Templin Foundation, after considering the City's latest request for a grant, has voted to deny the same.

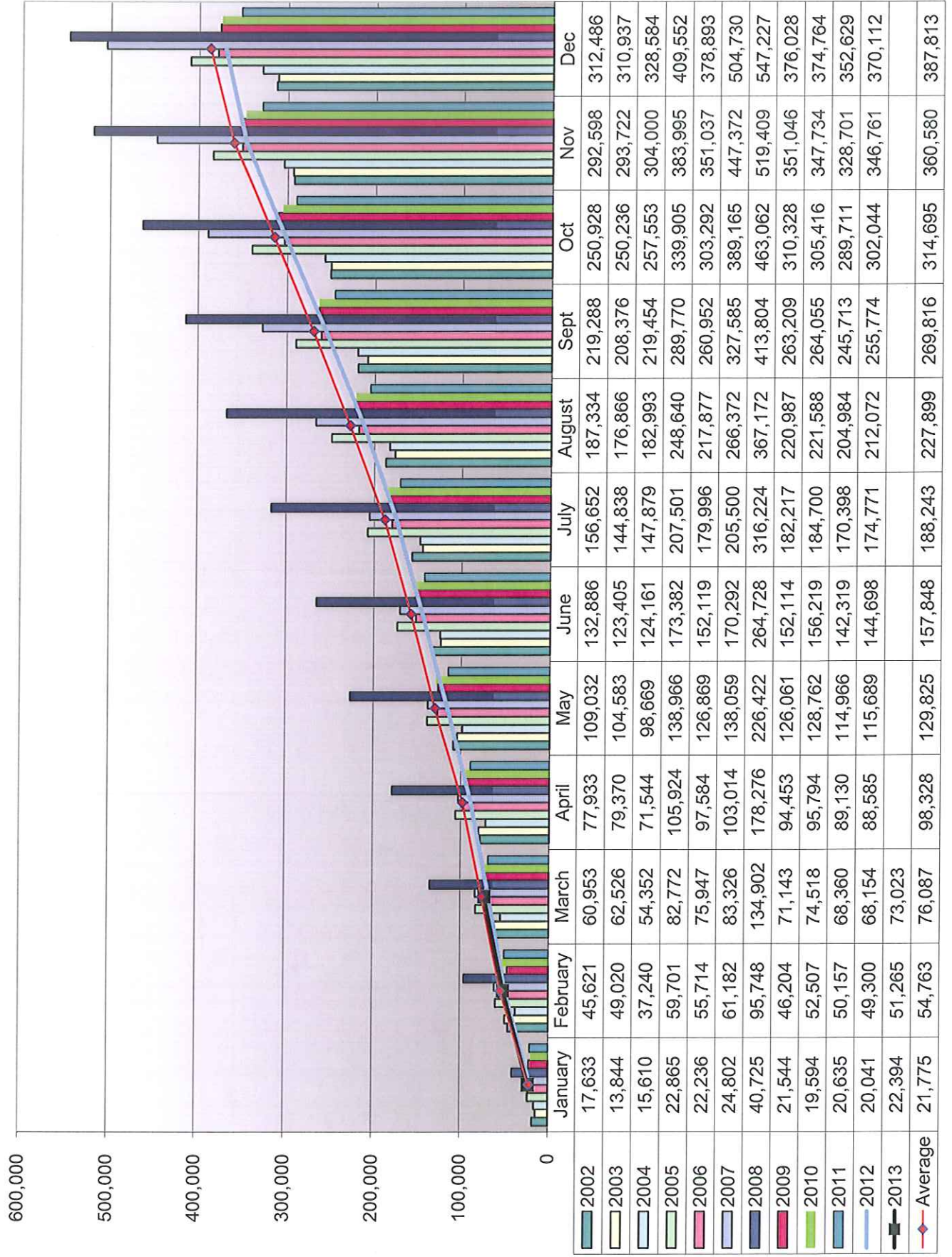
Yours Truly,



JAMES B. FINLAY

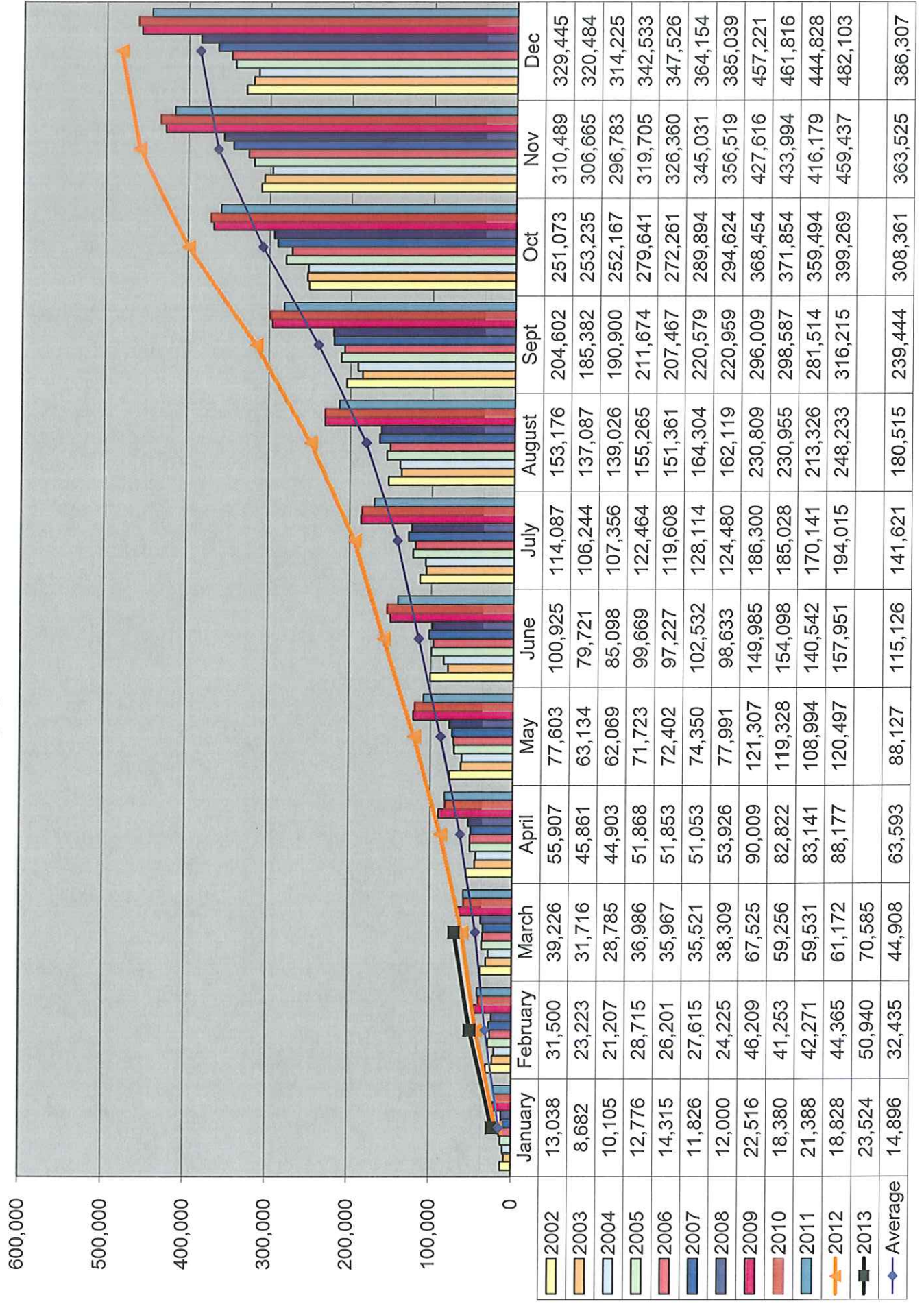
JBF/lis

## Sales Tax Collections





## Lodging Tax Collections



Report: AGY064P2  
710-LBL BLS020

State of Washington  
Business Licensing Service  
Agency Requirements Document (ARD)

Date: 03 14 2013  
Page: 1

LONG BEACH GENERAL BUSINESS

New Application / Final \* Prior RFI/RFP \*

Business Structure: Partnership

UBI Number : 601 553 542 001 0011  
Application ID : 2012 304 0269  
Application Received Date: 10 29 2012

Legal Entity Name : FERRELLGAS, L.P. D/B/A FERRELL GAS OPERATING, L.P.

Firm Name : FERRELLGAS, L.P.

Fees : \$125.00  
Expiration Date: 10 31 2013

Location Phone/FAX: (360) 642-3552 (360) 753-0063

Location Address : 1410 PACIFIC AVE S  
LONG BEACH WA 98631 3698

In City Limits: N

Business Open Date:

Mail Addr: 8270 82ND CT SE STE 101  
LACEY WA 98516

Product/Serv Desc: Retail , Services

Retail , Services PROPANE SALES AND SERVICE

Operator Comments:

Previous Business License: Y

Square Footage: 0

Applying as Non Profit Business: N  
501(C) Received: -

Conducting Business From Residence: N

Hazardous/Flammable Materials: Y

Emergency Contact 1: SETH MURPHY

(360) 642-3552  
(000) 000-0000

Emergency Contact 2:

Additional Business Activities:

General/Specialty Contractor # FERREL055LH

Contractor license number verified in the Contractor database. Expires: 09 06 2014

Account Status: Pending Approval

Zoning	ci	3/19/13	Fire	Date
Building			Police	Date
Finance			Planning	Date
Comments:				

Report: AGY064P2  
710-LBL BLSD020

State of Washington  
Business Licensing Service  
Agency Requirements Document (ARD)

Date: 03 19 2013  
Page: 1

LONG BEACH GENERAL BUSINESS

New Application / Final

Business Structure: LLC

UBI Number : 602 265 646 001 0001  
Application ID : 2013 078 4848  
Application Received Date: 03 19 2013

Legal Entity Name : V & R SHEETMETAL LLC

Firm Name : V&R SHEET METAL

Fees : \$125.00  
Expiration Date: 03 31 2014

Location Phone/FAX: (253) 843-1344

First Date of Business: 04 01 2013

Location Address : 8502 320TH ST S  
ROY WA 98580 9728

Mail Addr: PO BOX 2841  
YELM WA 98597 2841

In City Limits: N

Product/Serv Desc: Wholesale, Retail  
Wholesale, Retail CONSTRUCTION, ROOFING

Operator Comments:

Previous Business License: N

Square Footage: 0 Applying as Non Profit Business: N  
501(C) Received: \_

Email Address: vrsheetmetal@att.net

Additional Business Activities:

General/Specialty Contractor # VRSHEM973KM

Contractor license number verified in the Contractor database. Expires: 05 15 2013

Account Status: Pending Approval

Zoning	N/A	3/21/13	Fire	
		Date		Date
Building			Police	
		Date		Date
Finance			Planning	
		Date		Date
Comments:				

Report: AGY064P2  
710-LBL BLSD020

State of Washington  
Business Licensing Service  
Agency Requirements Document (ARD)

Date: 03 20 2013  
Page: 1

LONG BEACH GENERAL BUSINESS

New Application / Final

Business Structure: Sole Proprietor

UBI Number : 603 285 616 001 0001

Legal Entity Name : ROY NEWTON TALLMAN

Application ID : 2013 079 4195

Application Received Date: 03 20 2013

Firm Name : CALDER BEACH HOUSE

Fees : \$125.00

Expiration Date: 03 31 2014

Location Phone/FAX: (425) 343-4944

Business Open Date: 03 19 2013

Location Address : 412 30TH ST NW

Mail Addr: 11004 NE 164TH PL

BOTHELL WA 98011 4027

In City Limits: Y

Product/Serv Desc: Services  
Services VACATION RENTAL

Operator Comments:

Previous Business License: N

Square Footage: 0

Applying as Non Profit Business: N  
501(C) Received: -

Conducting Business From Residence: N

Hazardous/Flammable Materials: N

Emergency Contact 1: ROY NEWTON TALLMAN

(559) 779-8833

Emergency Contact 2: CONNIE MARIE TALLMAN

(425) 343-4944

Email Address: connie.tallman@comcast.net

Additional Business Activities:

Account Status: Pending Approval

Note: This is a ground-based  
weather radar allowed as  
an existing use when the  
property was annexed into the  
city - GP (allowed by the  
prior jurisdiction)

- Zoning	SL GP	5/21/13	Fire	
		Date		Date
- Building	(1) see note		Police	
		Date		Date
- Finance			Planning	
		Date		Date
- Comments:				